

REMARKS

Claims 1 and 3-13 are pending and under consideration. Claims 1 and 7-13 have been amended. Support for the amendments to the claims may be found in the claims as originally filed. This amendment is believed to place the application in condition for allowance, and entry therefore is respectfully requested. In the alternative, entry of this amendment is requested as placing the application in better condition for appeal by, at least, reducing the number of issues outstanding. Further reconsideration is requested based on the foregoing amendment and the following remarks.

Interview Summary

The Applicants submit the following summary of the Office interview that took place October 6, 2005 between the undersigned representative of the Applicants and the Examiner.

Office Conference:

The Applicant thanks the Examiner for the many courtesies extended to the undersigned representative of the Applicant during the telephone interview that took place October 6, 2005.

Among the issues discussed during that interview were the patentability of the claims over U.S. Patent No. 6,453,305 to Glassman et al., (hereinafter "Glassman") and U.S. Patent No. 5,629,980 to Stefik et al., (hereinafter "Stefik").

Claim Rejections - 35 U.S.C. § 103:

Claims 1 and 3-13 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Glassman in view of Stefik. The rejection is traversed. Further reconsideration is earnestly solicited.

Claim 1 recites,

"associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work."

Neither Glassman nor Stefik teach, disclose, or suggest, "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1. In Glassman, rather, scrip, which the final Office Action appears to be analogizing to "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work" at page 2, is a one-time token representing a *general* value. Scrip, rather, is associated

with no particular purchaser's rights to a literary work. In particular, as described at column 2, lines 37 and 38,

Scrip is primarily used as a form of electronic currency, however it can be more generally considered as a one-time token representing a general value.

Since, in Glassman, scrip represents a *general* value, scrip is specific to neither the purchaser nor the content, and thus there can be no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1.

Furthermore, in Glassman, scrip can be *either* electronic currency or permission to access specific content. In particular, as described at column 2, lines 39 and 40,

When scrip is used as an electronic currency, its value is monetary. When scrip is used as a temporary license, its value is the permission to access specific content.

Since, in Glassman, scrip can be *either* electronic currency or permission to access specific content, scrip is specific to neither the purchaser nor the content, and thus there can be no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1.

Furthermore, in Glassman, vendor scrip, which is held by the consumer, is exchanged for license scrip, which is associated with content. Thus, in Glassman, there is a disconnect between the consumer, i.e. the purchaser, and the content, i.e. the literary work. In particular, as described at column 2, lines 50, 51, and 52,

A consumer obtains license scrip from the vendor, preferably exchanging regular vendor scrip for the license scrip.

Since, in Glassman, vendor scrip is *exchanged* for license scrip, there is no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1. The two are, rather, independent.

Furthermore, in Glassman, consumer 131 buys scrip 330 to trade for content 150. Vendor 121 has no idea what content 150 consumer 131 is considering acquiring before transaction 304 takes place. In particular, as described at column 5, lines 47-9-15,

The consumer 131, in a transaction 304, provides the scrip 330 to the vendor 121. The vendor 121 checks the stamp of the scrip 330 to verify its authenticity, and also checks to make sure the value of the scrip covers the requested content

and has not expired. Approval of the transaction results in the delivery of the desired content 150 to the consumer 131.

Since, in Glassman, vendor 121 has no idea what content 150 consumer 131 is considering acquiring with scrip 330, there can be no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1. Vendor 121, furthermore, does not care what content 150 consumer 131 desires, as long as consumer 131 has enough scrip 330, and scrip 330 is authentic.

Furthermore, in Glassman, there is no provision in the scrip of Glassman for "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1. In particular, as described at column 5, lines 18-28 and as shown in Fig. 4,

The Vendor field 410 identifies the vendor for the scrip 400. The Value field 412 gives the value of the scrip 400. The scrip ID field 414 is the unique identifier of the scrip. The Customer ID field 416 is used by the broker 111 and vendor 121 to verify that the consumer has the right to spend the scrip. The Expires field 418 gives the expiration time for the scrip 400. The Props field 420 holds consumer properties, such as the consumer's age, state of residence, employer, etc. Finally, the Stamp field 422 holds a digital stamp and is used to detect tampering with the scrip 400.

Since none of the fields of scrip 400 mentions content at all, there is no provision in the scrip of Glassman for "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1.

Furthermore, in Glassman, in the event consumer 510 requests content from vendor 512, vendor 514 retrieves information about the consumer from the consumer, from the scrip used to request the license scrip, from a "cookie" on the consumer's computer system, or from a table of information shared by the vendor, the consumer, or a broker, but never from the content itself. This is to be contrasted with claim 1, which recites, "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work." In particular, as described at column 6, lines 26-36,

When the vendor 512 receives the request from the consumer 510, the vendor retrieves 610 information about the consumer. The vendor 514 may retrieve this information by asking the consumer 510 to provide it, from the scrip used to request the license scrip, from a "cookie" on the consumer's computer system, or from a table of information shared by the vendor 512 and the consumer 510 or a broker 111. Additionally, the wallet 221 on the consumer's computer system 130

may be configured to automatically provide information about the consumer 510 when requested by a vendor 512.

Since vendor 514 must retrieve information about the consumer from the consumer, the scrip used to request the license scrip, a "cookie" on the consumer's computer system, or a table of information, there is no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1.

Furthermore, in Glassman, if consumer 510 delays to buy license scrip, and some other consumer acquires the content, consumer 510 is left holding vendor scrip with no content. In particular, as described at column 6, lines 54-60,

Since there may be a delay between the time the consumer 510 is told to buy license scrip and when the wallet 221 tries to buy the scrip, it is possible that the available license may have been acquired by another consumer during that time. If no licenses are available, then the consumer 510 is told to try again later and optionally given a time when a license may be available.

Since it is possible for consumer 510 to hold vendor scrip for which no content is available, there can be no "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as recited in claim 1.

Stefik, for its part, neither teaches, discloses, nor suggests "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," either, and thus cannot make up for the deficiencies of Glassman with respect to claim 1.

Finally, the final Office Action provides no motivation or suggestion to combine the teachings of Nishioka and Ogg, as required by 35 U.S.C. § 103(a) and the M.P.E.P. §706.02(j)(D), beyond the assertion that it would have been obvious "in order to provide restricted access to electronic content that works with a variety of possible access schemes (Glassman: column 2, lines 27-29)."

Glassman, however, already provides "a way to provide restricted access to electronic content that works with a wide variety of possible access schemes," as is evidenced by the fact that the passage cited by the final Office Action at column 2, lines 27-29 of Glassman is Glassman's *own* goal.

Glassman, furthermore, is complete in itself. It is submitted, therefore, that there would have been no motivation for persons of ordinary skill in the art to have modified Glassman, as

proposed in the final Office Action, since Glassman *already* provides “a way to provide restricted access to electronic content that works with a wide variety of possible access schemes.”

Finally, Glassman teaches away from “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work,” as recited in claim 1. Glassman, in particular, cites one disadvantage of existing lock servers to be “the set of valid users is limited,” at column 2, line 15. One result of “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work,” as recited in claim 1, on the other hand, would be to *limit* the set of valid users.

It is submitted, therefore, that persons of ordinary skill in the art at the time the invention was made would not have modified Glassman as proposed in the final Office Action, since Glassman teaches away from “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work,” as recited in claim 1. Claim 1 is thus submitted to be allowable. Withdrawal of the rejection of claim 1 is earnestly solicited.

Claims 3-6 depend from claim 1 and add additional distinguishing elements. Claims 3-6 are thus also submitted to be allowable. Withdrawal of the rejection of claims 3-6 is earnestly solicited.

Claim 7:

Claim 7 recites,

“associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said right.”

Neither Glassman nor Stefik teach, disclose, or suggest, “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said right,” as discussed above with respect to the rejection of claim 1. Claim 7 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 7 is earnestly solicited.

Claim 8:

Claim 8 recites,

“associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said right.”

Neither Glassman nor Stefik teach, disclose, or suggest, “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said right,” as discussed above with respect to the rejection of claim 1. Claim 8 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 8 is earnestly solicited.

Claim 9:

Claim 9 recites,

“associating information about the purchaser’s units of rights to the literary work and information a purchaser that has purchased said literary work.”

Neither Glassman nor Stefik teach, disclose, or suggest, “associating information about the purchaser’s units of rights to the literary work and information a purchaser that has purchased said literary work,” as discussed above with respect to the rejection of claim 1. Claim 9 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 9 is earnestly solicited.

Claim 10:

Claim 10 recites,

“associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work.”

Neither Glassman nor Stefik teach, disclose, or suggest, “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work,” as discussed above with respect to the rejection of claim 1. Claim 10 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 10 is earnestly solicited.

Claim 11:

Claim 11 recites,

“associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work.”

Neither Glassman nor Stefik teach, disclose, or suggest, “associating information about the purchaser’s units of rights to the literary work and information about a purchaser that has purchased said literary work,” as discussed above with respect to the rejection of claim 1. Claim

11 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 11 is earnestly solicited.

Claim 12:

Claim 12 recites,

"associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work."

Neither Glassman nor Stefik teach, disclose, or suggest, "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as discussed above with respect to the rejection of claim 1. Claim 12 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 12 is earnestly solicited.

Claim 13:

Claim 13 recites,

"associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work."

Neither Glassman nor Stefik teach, disclose, or suggest, "associating information about the purchaser's units of rights to the literary work and information about a purchaser that has purchased said literary work," as discussed above with respect to the rejection of claim 1. Claim 13 is submitted to be allowable, for at least those reasons discussed above with respect to the rejection of claim 1. Withdrawal of the rejection of claim 13 is earnestly solicited.

Conclusion:

Accordingly, in view of the reasons given above, it is submitted that all of claims 1 and 3-13 are allowable over the cited references.

If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

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If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

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